

## ADDITIONAL INQUIRIES

### To Seller:

6. Did the Board hire other consultants with respect to any aspect of the proposed transaction (including, but not limited to, the initial decision to seek affiliation with another entity rather than maintain the status quo and decisions relating to the disposition of charitable assets upon a sale)?

**Response to Seller Question No. 6:** Yes.

If so, provide the consultants' names, contracts with CMC, and copies of the consultants' reports.

### **Response to Seller Question No. 6 (2nd part):**

In November 2009 Kurt Salmon Associates ("KSA") was engaged by Community Medical Center to provide consulting services to provide an Affiliation Opportunity Assessment in connection with Community's long-range strategic planning efforts. KSA was engaged under the terms of an Authorization for Professional Services dated November 20, 2009, a copy of which will be filed with this Response. KSA prepared a CMC-BC Affiliation Study Report dated December 24, 2009, a copy of which was delivered to the Attorney General on a confidential basis on December 23, 2014 in Missoula.

KSA was also engaged to prepare materials for Community's Board retreat scheduled for early March, 2010, per a Memorandum dated January 8, 2009 ( sic—should be 2010), a copy of which will be filed on a confidential basis with this Response, as well as per an Authorization for Professional Services dated February 12, 2010, a copy of which will be filed with this this Response. Prepared by KSA pursuant to this engagement, and filed on a confidential basis with this Response, are an undated Request for Information, an Affiliation Discussion outline dated February 25, 2010, and three (3) outlines/reports for the CMC Board retreat on March 7-8, 2010 covering strategic repositioning and economic impact.

KSA also prepared materials for the Board dated February 1, 2010 and KSA materials were also used to prepare Board presentation materials for the Board dated February 15, 2011 and February, 2013. Copies of these Board materials were provided to the Attorney General on October 31, 2014, in response to Question No. 3 in the Attorney General's September 23, 2014, letter request for production.

In September 2010, Community Medical Center and [Confidential] jointly engaged McManis Consulting of Denver, Colorado to provide services in connection with reviewing the relationship of the two hospitals including the possibility of the two parties entering into a Joint Operating Agreement ("JOA"). The Project Agreement dated September 30, 2010 with a set fee will be filed on a confidential basis with this Response. The McManis Opportunities Assessment report dated February, 1 2011, was provided to

the Attorney General on a confidential basis at its meeting with Community Medical Center in Missoula on Tuesday, December 23, 2014.

**AUTHORIZATION FOR PROFESSIONAL SERVICES  
TO BE RENDERED BY KURT SALMON ASSOCIATES, INC.**

No. 6470 - A

For Community Medical Center ("Client")

Address 2827 Fort Missoula Road

Missoula, MT 59804

ITEM	DESCRIPTION OF SERVICE	ESTIMATED FEE
	Affiliation Opportunity Assessment	15,000.00

Total Estimated Fees:

"Other Charges" (Technical Support - Drafting, Computer Assistance, etc.; Travel - Transportation, Meals, Lodging and Relocation)	As Incurred
"Allocated Expenses" (Communications, Document Preparation and Reporting, Telephone, Facsimile, Computer Usage, Courier, etc.)	6.5% of Actual Fees

**TERMS AND CONDITONS**

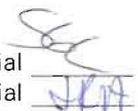
- The Client hereby engages Kurt Salmon Associates, Inc. ("Consultant") to perform the services described above, and the Consultant hereby accepts such engagement, all upon these terms and conditions.
- The Consultant shall begin rendering services hereunder on or about November 12, 2009
- Fees/Expenses/Taxes.** Client agrees to pay Consultant for all time incurred by Consultant in connection with the performance of services pursuant to this authorization at Consultant's hourly billing rates in effect as of the date hereof. Client further agrees to reimburse Consultant for all reasonable expenses incurred by Consultant in connection with the performance of services pursuant to this authorization, including, without limitation, Other Charges as incurred and Allocated Expenses at the percentage of Fees set forth on the first page hereof. All payments by Client to Consultant hereunder for fees and expenses shall be net of any sales or service tax, VAT or any other tax of any kind whatsoever imposed by a governmental authority with respect to the services rendered or expenses incurred hereunder (other than a tax imposed upon the income or profits of Consultant), and Client agrees to pay any such tax whenever such tax shall be imposed by a governmental authority and to reimburse Consultant for any future payments of such tax made by Consultant to a governmental authority.
- Payment.** Consultant's invoices for fees and expenses shall be due and payable in full immediately upon receipt by Client. Invoices not paid within thirty (30) days from the invoice date shall bear interest from the invoice date until paid at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less. Time is of the essence of all payments due under this authorization, and in the event any payment due Consultant is collected at law or through an attorney-at-law, or under the advice of an attorney-at-law, or through a collection agency, Client agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.

5. **Time Limitation.** Consultant reserves the right to withdraw this authorization and redefine the description of services and estimated fees set forth hereon if this authorization is not executed by Client within thirty (30) days after the date of Consultant's execution of this authorization.
6. **Enticement of Employees.** (a) During the term of this authorization and for a period of one (1) year thereafter, neither Client nor Consultant will, directly or indirectly, solicit, induce or cause any employee of the other party with whom it has contact primarily as a result of this authorization, to leave the present employment of that party. Hiring resulting from general solicitations for employment will not be deemed to violate this provision.
- (b) Both parties acknowledge and agree that: (i) pursuant to this authorization, each party will have access to and special knowledge of the other's business operations, affairs and customers; (ii) a breach of this Section 6 is likely to cause irreparable damage to the non-breaching party; and (iii) the damage would be difficult or impossible to accurately measure. The parties therefore agree that the aggrieved party shall be entitled to seek a temporary restraining order or an injunction to prevent a breach of this Section 6; and in the event an employee leaves employment as a result of an actual breach, in each such case, the breaching party will pay the other party, as liquidated damages and not as a penalty, an amount equal to the total compensation paid during the prior year to such employee; as a reasonable approximation of the damages incurred as a result of such a breach.
7. **Confidentiality.** Consultant agrees to treat as confidential all information of Client that is reasonably identified as being proprietary and submitted by or acquired from Client in the course of performing services hereunder ("Confidential Information"). Consultant will not disclose to a third party or use, except to further the purpose of this authorization, any Confidential Information of the Client; provided, however, that Consultant will not be obligated to treat as Confidential Information any information that is generally known, or becomes generally known, to the public or to the industry through no fault of Consultant, or which shall rightfully become available to Consultant from a source other than Client. However, Consultant may disclose Confidential Information or other information to the extent required (but only to the extent required) by law, regulation, subpoena or other legal requirement after providing notice to Client thereof (if such notice is practicable and permitted) and it shall be Client's responsibility to obtain legal protection against such disclosure should Client so desire. In the event Client is involved in a dispute or proceeding in which Consultant is not a party, Consultant will provide, at Client's expense, reasonable cooperation to Client and the court or other entity in charge of the proceeding.
8. **Cooperation.** Client agrees to provide reasonable cooperation to Consultant in its performance of services pursuant to this authorization. Client further agrees to take such actions reasonably necessary or convenient to enable Consultant to perform the services contemplated herein in an effective and efficient manner.
9. **Services Performed.** Services performed pursuant to this authorization may be rendered at the Client's facilities, the Consultant's offices, or such other place or places suitable to or called for by the nature of the Services. Consultant may perform Services through its employees or, when Consultant deems appropriate and with notice to Client, through subcontractors who will be charged to Client at hourly rates not to exceed the hourly rate of a comparable employee of Consultant.
10. **Work Made for Hire.** (a) All designs, drawings, written, graphic or other tangible material produced by Consultant and deliverable to Client pursuant to this authorization ("Deliverable"), shall be deemed "work made for hire" and Client's sole and exclusive property; provided, however, that, to the extent any such Deliverable incorporates the Consultant's previously existing intellectual property or intellectual property of general utility, such intellectual property shall remain the property of Consultant and Consultant hereby grants to Client, upon payment in full for the Services performed under this authorization, a perpetual, worldwide, non-exclusive, royalty free license to use such incorporated intellectual property only as part of such Deliverable, with right to sublicense such incorporated intellectual property only in connection with the licensing of such Deliverable. To the extent that any or all of such Deliverable is deemed for any reason not to be a "work made for hire," Consultant agrees to execute at Client's request, and at no further charge to Client, any and all documents Client may deem necessary, appropriate or convenient to effectuate the provisions of this Section 10.

(b) Consultant shall not disseminate the Deliverables referenced in subsection (a) above to any other person or entity, provided, however, that Consultant may retain one copy of any Deliverable produced hereunder for its archives ("Archive Copy"), provided further that such Archive Copy shall not be disclosed to third parties except with the written consent of Client or as otherwise required by law.

(c) If any Deliverable requires a license for export from the U.S. Government, Client hereby agrees to furnish all documentation required by the U.S. Government in connection with obtaining any required export license, and certifies that unauthorized diversion, transshipment or re-exportation of such Deliverable in violation of the export license or any applicable law will not be permitted.

11. **Operational Responsibilities.** It is understood and agreed that Consultant will not undertake any operational responsibilities in connection with this engagement and will serve only in an advisory capacity, providing recommendations to Client. Consultant and Client are independent contractors; Consultant is neither an employee nor a fiduciary of Client.
12. **Warranty.** Consultant warrants that any recommendation it makes, including any recommendation of a third party product or service, is consistent with its best professional judgment with respect to fulfilling the Client's requirements as expressed to Consultant. Consultant does not warrant any particular result or that any particular implementation of its recommendations will be successful, be compatible with other products or services or meet Client's needs. THE FOREGOING PROVISIONS ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. **Limitation of Liability.** Neither party shall be liable to the other, whether in contract or in tort or under any other legal theory, (including, without limitation, strict liability and negligence) for any indirect, special, incidental, consequential or similar damages, loss of use, or similar economic loss, arising out of or in connection with the performance or non-performance of this authorization, even if advised of the possibility of such claim. In no event shall Consultant's liability under any claim made by Client exceed the total amount of fees theretofore paid by Client to Consultant under this authorization. No action, regardless of form, arising out of or in connection with this authorization may be brought more than one (1) year after the completion of Services under or termination of this authorization.
14. **Waiver.** No failure on the part of any party hereto to exercise, and no delay by such party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party hereto of any breach of or default in any term or condition of this authorization shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.
15. **Severability.** All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this authorization illegal, invalid or unenforceable. If any term of this authorization shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their authorization with respect to the subject matter hereof and all such remaining terms shall remain in full force and effect.
16. **Termination.** Either party may, at its election, upon thirty (30) days' prior written notice, terminate this authorization; provided, however, that the termination of this authorization shall not affect in any way any right or claim of any party hereto incurred or accruing prior to the date of termination, including without limitation, any right or claim of Consultant for compensation payable for services rendered or reimbursable expenses incurred prior to such termination date. Anything herein to the contrary notwithstanding, the provisions of sections 3, 4, 6, 7, 10, 12, 13, 16, 17 and 18 of this authorization shall survive the termination of this authorization.

  
The image shows handwritten initials in blue ink. The top initials appear to be 'SAC' and the bottom initials appear to be 'JJA'.

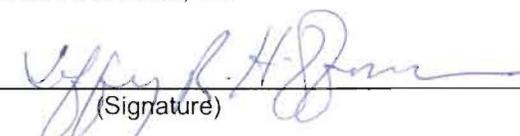
- 17. **Notices.** All notices and other communications required or contemplated hereunder shall be in writing and shall be deemed to have been duly given upon delivery in person or upon the expiration of three (3) days after the date of posting, if sent by certified or registered mail, postage prepaid, return receipt requested, or via a nationally recognized overnight courier, to the parties at the addresses appearing on the first page hereof.
- 18. **Governing Law.** Regardless of the place of execution, place of performance or otherwise, this authorization and all amendments, modifications, alterations, or supplements hereto, and the rights of the parties hereunder, shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
- 19. **Successors.** This authorization shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 20. **Headings.** The headings as to the contents of particular sections are inserted only for convenience and shall not be construed as a part of this authorization or as a limitation on the scope of any of the terms or provisions of this authorization.
- 21. **Entire Agreement.** This authorization supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and this authorization contains the sole and entire agreement between the parties with respect to the matters covered hereby. This authorization shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties, by the signature of their authorized representatives, have executed this authorization.

The Client:

The Consultant:

By:   
(Signature)

By:   
(Signature)

Name: Steve Carlson

Name: Jeffrey R. Hoffman

Title: President & CEO

Title: Senior Partner and Managing Director

Date: 11-22-09

Date: 11-20-09

**AUTHORIZATION FOR PROFESSIONAL SERVICES  
TO BE RENDERED BY KURT SALMON ASSOCIATES, INC.**

No. 1438

For Community Medical Center ("Client")

Address 2827 Fort Missoula Road

Missoula, MT 59804

ITEM	DESCRIPTION OF SERVICE	ESTIMATED FEE
	Financial Feasibility Assessment (see attachment A for invoice schedule of payments)	62,500.00

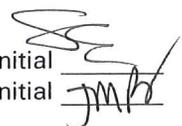
Total Estimated Fees:

"Other Charges" (Technical Support - Drafting, Computer Assistance, etc.; Travel - Transportation, Meals, Lodging and Relocation)	As Incurred
"Allocated Expenses" (Communications, Document Preparation and Reporting, Telephone, Facsimile, Computer Usage, Courier, etc.)	6.5% of Actual Fees

**TERMS AND CONDITONS**

1. The Client hereby engages Kurt Salmon Associates, Inc. ("Consultant") to perform the services described above, and the Consultant hereby accepts such engagement, all upon these terms and conditions.
2. The Consultant shall begin rendering services hereunder on or about January 15, 2010
3. **Fees/Expenses/Taxes.** Client agrees to pay Consultant for all time incurred by Consultant in connection with the performance of services pursuant to this authorization at Consultant's hourly billing rates in effect as of the date hereof. Client further agrees to reimburse Consultant for all reasonable expenses incurred by Consultant in connection with the performance of services pursuant to this authorization, including, without limitation, Other Charges as incurred and Allocated Expenses at the percentage of Fees set forth on the first page hereof. All payments by Client to Consultant hereunder for fees and expenses shall be net of any sales or service tax, VAT or any other tax of any kind whatsoever imposed by a governmental authority with respect to the services rendered or expenses incurred hereunder (other than a tax imposed upon the income or profits of Consultant), and Client agrees to pay any such tax whenever such tax shall be imposed by a governmental authority and to reimburse Consultant for any future payments of such tax made by Consultant to a governmental authority.
4. **Payment.** Consultant's invoices for fees and expenses shall be due and payable in full immediately upon receipt by Client. Invoices not paid within thirty (30) days from the invoice date shall bear interest from the invoice date until paid at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less. Time is of the essence of all payments due under this authorization, and in the event any payment due Consultant is collected at law or through an attorney-at-law, or under the advice of an attorney-at-law, or through a collection agency, Client agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.

5. **Time Limitation.** Consultant reserves the right to withdraw this authorization and redefine the description of services and estimated fees set forth hereon if this authorization is not executed by Client within thirty (30) days after the date of Consultant's execution of this authorization.
6. **Enticement of Employees.** (a) During the term of this authorization and for a period of one (1) year thereafter, neither Client nor Consultant will, directly or indirectly, solicit, induce or cause any employee of the other party with whom it has contact primarily as a result of this authorization, to leave the present employment of that party. Hiring resulting from general solicitations for employment will not be deemed to violate this provision.
- (b) Both parties acknowledge and agree that: (i) pursuant to this authorization, each party will have access to and special knowledge of the other's business operations, affairs and customers; (ii) a breach of this Section 6 is likely to cause irreparable damage to the non-breaching party; and (iii) the damage would be difficult or impossible to accurately measure. The parties therefore agree that the aggrieved party shall be entitled to seek a temporary restraining order or an injunction to prevent a breach of this Section 6; and in the event an employee leaves employment as a result of an actual breach, in each such case, the breaching party will pay the other party, as liquidated damages and not as a penalty, an amount equal to the total compensation paid during the prior year to such employee; as a reasonable approximation of the damages incurred as a result of such a breach.
7. **Confidentiality.** Consultant agrees to treat as confidential all information of Client that is reasonably identified as being proprietary and submitted by or acquired from Client in the course of performing services hereunder ("Confidential Information"). Consultant will not disclose to a third party or use, except to further the purpose of this authorization, any Confidential Information of the Client; provided, however, that Consultant will not be obligated to treat as Confidential Information any information that is generally known, or becomes generally known, to the public or to the industry through no fault of Consultant, or which shall rightfully become available to Consultant from a source other than Client. However, Consultant may disclose Confidential Information or other information to the extent required (but only to the extent required) by law, regulation, subpoena or other legal requirement after providing notice to Client thereof (if such notice is practicable and permitted) and it shall be Client's responsibility to obtain legal protection against such disclosure should Client so desire. In the event Client is involved in a dispute or proceeding in which Consultant is not a party, Consultant will provide, at Client's expense, reasonable cooperation to Client and the court or other entity in charge of the proceeding.
8. **Cooperation.** Client agrees to provide reasonable cooperation to Consultant in its performance of services pursuant to this authorization. Client further agrees to take such actions reasonably necessary or convenient to enable Consultant to perform the services contemplated herein in an effective and efficient manner.
9. **Services Performed.** Services performed pursuant to this authorization may be rendered at the Client's facilities, the Consultant's offices, or such other place or places suitable to or called for by the nature of the Services. Consultant may perform Services through its employees or, when Consultant deems appropriate and with notice to Client, through subcontractors who will be charged to Client at hourly rates not to exceed the hourly rate of a comparable employee of Consultant.
10. **Work Made for Hire.** (a) All designs, drawings, written, graphic or other tangible material produced by Consultant and deliverable to Client pursuant to this authorization ("Deliverable"), shall be deemed "work made for hire" and Client's sole and exclusive property; provided, however, that, to the extent any such Deliverable incorporates the Consultant's previously existing intellectual property or intellectual property of general utility, such intellectual property shall remain the property of Consultant and Consultant hereby grants to Client, upon payment in full for the Services performed under this authorization, a perpetual, worldwide, non-exclusive, royalty free license to use such incorporated intellectual property only as part of such Deliverable, with right to sublicense such incorporated intellectual property only in connection with the licensing of such Deliverable. To the extent that any or all of such Deliverable is deemed for any reason not to be a "work made for hire," Consultant agrees to execute at Client's request, and at no further charge to Client, any and all documents Client may deem necessary, appropriate or convenient to effectuate the provisions of this Section 10.

  
The image shows two sets of handwritten initials. The top set, corresponding to 'Client Initial', consists of stylized, overlapping letters that appear to be 'SC'. The bottom set, corresponding to 'Consultant Initial', consists of the letters 'jmb' written in a cursive, handwritten style.

(b) Consultant shall not disseminate the Deliverables referenced in subsection (a) above to any other person or entity, provided, however, that Consultant may retain one copy of any Deliverable produced hereunder for its archives ("Archive Copy"), provided further that such Archive Copy shall not be disclosed to third parties except with the written consent of Client or as otherwise required by law.

(c) If any Deliverable requires a license for export from the U.S. Government, Client hereby agrees to furnish all documentation required by the U.S. Government in connection with obtaining any required export license, and certifies that unauthorized diversion, transshipment or re-exportation of such Deliverable in violation of the export license or any applicable law will not be permitted.

11. **Operational Responsibilities.** It is understood and agreed that Consultant will not undertake any operational responsibilities in connection with this engagement and will serve only in an advisory capacity, providing recommendations to Client. Consultant and Client are independent contractors; Consultant is neither an employee nor a fiduciary of Client.
12. **Warranty.** Consultant warrants that any recommendation it makes, including any recommendation of a third party product or service, is consistent with its best professional judgment with respect to fulfilling the Client's requirements as expressed to Consultant. Consultant does not warrant any particular result or that any particular implementation of its recommendations will be successful, be compatible with other products or services or meet Client's needs. THE FOREGOING PROVISIONS ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. **Limitation of Liability.** Neither party shall be liable to the other, whether in contract or in tort or under any other legal theory, (including, without limitation, strict liability and negligence) for any indirect, special, incidental, consequential or similar damages, loss of use, or similar economic loss, arising out of or in connection with the performance or non-performance of this authorization, even if advised of the possibility of such claim. In no event shall Consultant's liability under any claim made by Client exceed the total amount of fees theretofore paid by Client to Consultant under this authorization. No action, regardless of form, arising out of or in connection with this authorization may be brought more than one (1) year after the completion of Services under or termination of this authorization.
14. **Waiver.** No failure on the part of any party hereto to exercise, and no delay by such party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party hereto of any breach of or default in any term or condition of this authorization shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.
15. **Severability.** All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this authorization illegal, invalid or unenforceable. If any term of this authorization shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their authorization with respect to the subject matter hereof and all such remaining terms shall remain in full force and effect.
16. **Termination.** Either party may, at its election, upon thirty (30) days' prior written notice, terminate this authorization; provided, however, that the termination of this authorization shall not affect in any way any right or claim of any party hereto incurred or accruing prior to the date of termination, including without limitation, any right or claim of Consultant for compensation payable for services rendered or reimbursable expenses incurred prior to such termination date. Anything herein to the contrary notwithstanding, the provisions of sections 3, 4, 6, 7, 10, 12, 13, 16, 17 and 18 of this authorization shall survive the termination of this authorization.

Handwritten initials for Client and Consultant. The Client initials are 'SC' and the Consultant initials are 'MLB'.

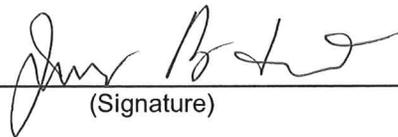
- 17. **Notices.** All notices and other communications required or contemplated hereunder shall be in writing and shall be deemed to have been duly given upon delivery in person or upon the expiration of three (3) days after the date of posting, if sent by certified or registered mail, postage prepaid, return receipt requested, or via a nationally recognized overnight courier, to the parties at the addresses appearing on the first page hereof.
- 18. **Governing Law.** Regardless of the place of execution, place of performance or otherwise, this authorization and all amendments, modifications, alterations, or supplements hereto, and the rights of the parties hereunder, shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
- 19. **Successors.** This authorization shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 20. **Headings.** The headings as to the contents of particular sections are inserted only for convenience and shall not be construed as a part of this authorization or as a limitation on the scope of any of the terms or provisions of this authorization.
- 21. **Entire Agreement.** This authorization supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and this authorization contains the sole and entire agreement between the parties with respect to the matters covered hereby. This authorization shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties, by the signature of their authorized representatives, have executed this authorization.

The Client:

By:   
 (Signature)  
 Name: Steve Carlson  
 Title: President & CEO  
 Date: \_\_\_\_\_

The Consultant:

Kurt Salmon Associates, Inc.  
 By:   
 (Signature)  
 Name: James Berarducci  
 Title: President  
 Date: 2/12/10

## Attachment A: Invoice Schedule

Our professional fee will be divided into two (2) equal installments of \$31,250.00 to be paid per the following schedule tied to our project deliverables. A total of three invoices will be sent. Expenses will be invoiced as incurred on each invoice and will be added to the base professional fee on invoices 1 and 2. Invoice #3 will be for any outstanding expenses, particularly those related to the Board retreat.

Invoice #	Schedule	Description
<b>#1</b>	Analysis and preliminary findings	Project kick-off, analytical model development (market and financial), development of option evaluation framework, CMC-BC Executive Retreat, affiliation assumption development and articulation of preliminary findings
\$31,250.00 invoiced + incurred expenses	February 6, 2010	
<b>#2</b>	Recommendations; Board presentation and retreat	Develop recommendations, work with CMC executive leadership to prepare for Board meeting and retreats, facilitate Board discussions and finalize recommendations based on KSA experience and findings and Board inputs and direction
\$31,250.00 invoiced + incurred expenses	March 6, 2010	
<b>#3</b>		
Outstanding expenses Invoiced	March 20, 2010	

\$62,500.00

Total Professional Fees Not-to-Exceed Fee Cap  
Plus Reimbursable Expenses

